

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----X  
In re:

Evergreen International Airlines, Inc.

Chapter 7

Case No. 13-47494 (NHL)

Involuntary Debtor.

-----X

**STIPULATION AND ORDER EXTENDING TIME TO ANSWER**

This stipulation (the “Stipulation”) is made and entered into by Alfred T. Giuliano (the “Trustee”), the Chapter 7 trustee of Evergreen International Airlines, Inc., a debtor (the “Debtor”) in a chapter 7 case pending in the United States Bankruptcy Court for the District of Delaware, and Five Towns Motor Inn, Inc., Sunrise One, LLC, and Aero Snow Removal Corp., the petitioning creditors (the “Petitioning Creditors”) that commenced the above-captioned involuntary chapter 7 case (the “New York Bankruptcy Case”) against the Debtor, which is pending before Honorable Nancy Hershey Lord, Bankruptcy Judge for the United States Bankruptcy Court for the Eastern District of New York. The Trustee and the Petitioning Creditors hereby stipulate and agree as follows in accordance with the following facts and recitals:

**WHEREAS**, on December 18, 2013 (the “Involuntary Filing Date”), Five Towns Motor Inn, Inc., Sunrise One, LLC d/b/a The Rockville Centre Inn, and Aero Snow Removal Corp. (the “Petitioning Creditors”) filed an involuntary petition for relief under Chapter 7 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of New York against the “Debtor; and

**WHEREAS**, on December 19, 2013 the Court issued an involuntary summons against the Debtor; and

**WHEREAS**, the Debtor was served with the summons and involuntary petition on December 20, 2013 via first class mail and December 26, 2013 via the New York State Department of State; and

**WHEREAS**, the Debtor's deadline for filing an answer to the summons and involuntary petition is January, 10, 2014; and

**WHEREAS**, on December 20, 2013, an adversary proceeding (the "New York Adversary Proceeding"), case number 1:13-01550 (NHL), was commenced against the Debtor, Evergreen International Aviation, Inc. ("EIA"), and Evergreen Holdings Inc. ("EHI"). Both EIA and EHI are affiliates of the Debtor. By the complaint filed in the New York Adversary Proceeding, the Petitioning Creditors allege that the Debtor, EIA, and EHI are liable for claims arising under 29 U.S.C. § 2101 et seq. (the "WARN Act") for failure to provide employees the appropriate termination notice required under the WARN Act; and

**WHEREAS**, on December 31, 2013, the Debtor commenced a voluntary chapter 7 case in the United States Bankruptcy Court for the District of Delaware, Case Number 13-13363 (MFW) (the "Delaware Bankruptcy Case"); and

**WHEREAS**, on January 3, 2014, an adversary proceeding (the "Delaware Adversary Proceeding") that was identical to the New York Adversary Proceeding, case number Bankr. D. Del. No. 14-50001 (MFW), was commenced against the Debtor and Affiliates. By the complaint filed in the Delaware Adversary Proceeding, the Petitioning Creditors allege that the Debtor and Affiliates are liable for claims arising under the WARN Act for failure to provide employees the appropriate termination notice required under the WARN Act; and

**WHEREAS**, on December 31, 2013 certain affiliated companies of the Debtor also commenced voluntary chapter 7 cases in the United States Bankruptcy Court for the District

of Delaware entitled as follows: Evergreen Aviation Ground Logistics Enterprise, Inc., Case No: 13-13361 (MFW); Evergreen Defense and Security Services, Inc., Case No: 13-13362 (MFW); Evergreen International Aviation, Inc., Case NO: 13-13364 (MFW); Evergreen Systems Logistics, Inc., Case No: 13-13365 (MFW); Evergreen Trade, Inc. d/b/a Evergreen Aircraft Sales and Leasing Company, Inc., Case No: 13-13366 (MFW).

**NOW, THEREFORE, IT IS HEREBY STIPULATED** and agreed among the parties as follows:

1. The time for the Debtor to appear and respond with respect to the summons and involuntary petition in the above-captioned involuntary proceeding is extended through and including January 31, 2014, without prejudice to further extend by agreement of the parties or by order of Court. Each of the Parties shall be responsible for his or its respective costs and expenses (including, without limitation, attorneys' fees) incurred by him or it in negotiating, drafting, and executing this Stipulation and shall not be responsible for the payment of any such fees or costs incurred by any other party hereto.

3. Each party to this Stipulation warrants and represents that the facts set forth herein are true and correct and that he or it has the power and authority to execute, deliver, and perform the respective obligations under this Stipulation.

4. The Petition Creditors further represent that they have not transferred any claim (or any portion thereof) against the Debtor.

5. This Stipulation contains the entire agreement among the Parties relating to the subject matter hereof and can only be amended or otherwise modified by a signed writing executed by the Parties.

6. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic (e-mail) transmission, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copy, copies, or facsimiles signed by the parties hereto to be charged.

7. This Stipulation shall be governed by the laws of the State of New York and the Bankruptcy Code.

8. The Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation.

Dated: January 10, 2014

**McBREEN & KOPKO**  
*Counsel for Petitioning Creditors*

**PACHULSKI STANG ZEIDL &  
JONES, LLP**  
*Counsel for Alfred T. Guiliano, Chapter  
7 Trustee for the estate of, among others,  
Evergreen International Airlines, Inc.*

/s/ Kenneth A. Reynolds  
Kenneth A. Reynolds  
500 North Broadway, Suite 129  
Jericho, NY 11753  
(516) 364-1095

/s/ Bradford J. Sandler  
Bradford J. Sandler  
John W. Lucas  
780 Third Avenue, 36<sup>th</sup> Floor  
New York, New York 10017  
(212) 561-7700

**SO ORDERED**

**Dated: January 15, 2014**  
**Brooklyn, New York**



Nancy Hershey Lord  
**Nancy Hershey Lord**  
**United States Bankruptcy Judge**